1949. **K** **File No.** Fees Drafts

Legal DEPARTMENT 49

K Examined SNP

C BRANCH

Subject:—

Fees claimed by
D. G. P.'s for drafting a
legal document under the
Rule 43 of L.O.Rs.

P. 10
E

File No. Fees Draft/49

Std. Sectt. Slip 24 B a.

24-O-C

1 11

From

B. S. Mevinkurve, Esquire,
Public Prosecutor, Kanara.

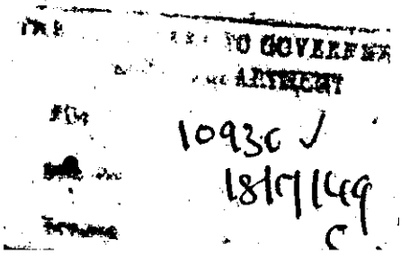
To

The Remembrancer of Legal Affairs, Bombay.

No. 375 of 1949.
Karwar, ~~13-7-1949~~. 12-7-1949.

Sir,

In pursuance of the sanction given by the Government in their letter No. 275/48A (1) dated 23rd April 1949 for the purchase of property from Miss: L. W. Bell I was called upon by the ~~District~~ Collecto of Kanara, Karwar, to draft a safe deed for Rs. 45,000/-. I had to collect all the necessary material and study the necessary documents and draft the sale-deed. Copy of the sale deed is sent herewith. This sale deed has been registered on 5-7-1949. Under Rule 22 of the Law Officers Rules I am entitled to a remuneration not exceeding Rs. 100/- for drafting the sale deed. The amount covered by the sale deed is Rs. 45,000/-. I, therefore, request you to sanction reason fees for drafting this conveyance deed.



Yours faithfully,

Public Prosecutor, Kanara.

3 [illegible]

Stamp duty exempt.

THIS INDENTURE OF SALE is made this 5th day of July one thousand nine hundred and fortynine between MISS LETTY BELL, aged 64, Christian, occupation household, now residing at Karwar hereinafter called the "Vendor" (which expression shall mean and include herself and her heirs, executors, administrators, assignee etc.) of the one part AND THE GOVERNOR OF BOMBAY (hereinafter referred to as "THE GOVERNMENT") of the other part.

WHEREAS:-

In pursuance of sanction given by the Government of Bombay in their letter No.275/48-A(1) dated 23rd April 1949, for the purchase of the following property belonging to the Vendor as the sole legatee under the Will, left by late Mr.T.R.D. Bell of Karwar, the Vendor has this day sold all the property mentioned below with all appurtenance, rights and privileges, belonging thereto, free from any encumbrances, whatsoever, for the value of Rs.45,000/- (fortyfive thousand) to be paid before the Sub-Registrar at the time of the registration of this document.

The Purchaser or his representative shall be given possession on the date of the registration of this document and his receipt obtained, for the

receipt of the possession of the said property, all outgoings upto that time being cleared up by the Vendor.

The Vendor has supplied a true copy of the will left by late Mr.T.R.D.Bell.

The premises have been correctly described below. But if any error or mis-statement is to be found in the description, the same shall not annul or affect the Sale Deed. If necessary, the Vendor shall rectify any such error within 15 days from the date of notice given to her for effecting such rectification.

The property mentioned below consists of four pieces of lands belonging to late Mr.T.R.D.Bell. The bungalow and the out-houses including the well and garrage were constructed by late Mr.T.R.D.Bell. The Vendor is the sole legatee under his Will dated the 1st March 1946. There is no other legal heir or claimant to the said property nor are there any encumbrances on said property. The Municipal house-tax due to the Municipality till the date of sale shall be paid by Vendor. Right, title and interest to the said property which originally belonged to late Mr.T.R.D.Bell and which has passed on to the Vendor under the Will mentioned above, have this day been sold to the purchaser, under an assurance that there are no other rival claimants or any other person claiming any interest, right or title thereto.

Description of the property.

The following lands situated at Baad village in Karwar Taluka within the sub-registration jurisdiction of the Sub-Registrar of Karwar.

Serial No.	Survey number.	Area.	Assessment.
(1)	1471	0-1-6½	1-0-0
(2)	1445-B	3-5-0	3-2-0
(3)	1435	1-8-0	0-4-0
(4)	1432-B	0-31-2¼	--

5 15 15

Description of the building.

Main bungalow facing west and situated in S.No.1432B on the Karwar hill opposite to the Port House with a total plinth area of 6434 sq. ft., with stone walls and tiled roof with all the out-houses like the cook-house, store rooms etc., approach roads and the well as also garrage in S.No.1471.

IN WITNESS WHEREOF the said Vendor and the said Government have affixed their signatures at Karwar the day and year above noted.

Signed, sealed and delivered by the within named Vendor Miss Letty Bell in the presence of ---

Letty Bell

(1)

(2) P.V. Chandran

Received the day and year first hereinabove written from the within named purchaser "the Government" in the presence of the Sub-Registrar, Karwar by draft No.583900/B-7, dated 5th July 1949 for Rs.44,971-14-0 after deducting Rs.28-2-0 as commission (agreed to be borne by the Vendor), on Reserve Bank of India, Bombay, in favour of the Vendor. Rs.45,000/-

Money received
Letty Bell

Signed and sealed by the Collector of North Kanara on behalf of the Government of Bombay in the presence of

M. Allakhak

(1) U.K. Clerk Chitnis to the Collector of Kanara.

(2) Second Clerk to Collector Kanara

Typed by Mr.K.P.Kurdekar on 5th July 1949.

K. Kurdekar

7/7/47 Legal Deptt

Submitted,

Please see the letter from the D.G.P. Kanara at pl ante. He states that under instructions from the Collr, Kanara, he drafted a sale deed for Rs 45,000/-. He further states that he had to collect all the necy material and study the necessary documents and draft the sale deed. He therefore requests that he may accordingly be sanctioned reasonable fees for drafting this sale deed.

Under rule 22 of the L.O. (L of) Rules, a Govt Pleader who is asked to draft a legal document or do any conveyancing work is entitled to such remuneration not exceeding Rs 100/- in each case as the Legal Remembrancer may see fit to grant.

In the present case it is for orders as to what fee should be sanctioned to the D.G.P. Kanara.

30/7 Before any fee is sanctioned L. Supdt Branch may see whether the sale deed is in order.

1/8.

Through L.

Although not in proper form the document will serve the purpose of a sale deed. If every such deed is to be scrutinized by me again I do not see the propriety of having it drafted by the Govt Pleader and paying him his fees;

2/8

Rs. 50/-

3/8

R.A.

R.A. 3/8

No. 8916/1949

Office of the
Remembrancer of Legal Affairs,
Bombay Castle, August 1949.
6th

MEMORANDUM.

With reference to his letter No. 375, dated the 12th July 1949, the District Government Pleader, Kanara is informed that the Remembrancer of Legal Affairs is pleased to sanction under rule 22 of the Law Officers (Conditions of Service) Rules, the payment of a fee of Rs. 50/- (Rupees fifty only) to him for drafting the sale deed referred to in the letter under reference.

2. He is accordingly requested to prefer a bill in the prescribed form for the countersignature of the Remembrancer of Legal Affairs.

Submitted for signature.

5/8

Supdt

A.S.(M)

O.C.

For Remembrancer of Legal Affairs.

The District Government Pleader,
Kanara.

Issued
6/8 BRR

From

B. S. Mavinkurve, Esquire,
District Government Pleader, Karwar.

To

The Remembrancer of Legal Affairs,
Bombay.

No. 454 of 1949.
Karwar, 10.8.1949.

Subject:- Payment of fees for preparing a draft ~~~~ a sale deed.

S i r,

With reference to your Memo. No. 8916, dated the 6th August 194 on the subject noted above, sanctioning a sumof Rs. 50/- (fifty only) for preparing a draft sale deed, I have the honour to enclose herewith a Bill for the sum for favour of your counter-signature and early retur

Yours faithfully,

District Govt. Pleader, Karwar.

845
18/8/49

Submitted,

The D.G.P. Kaiwara submits a bill for Rs 50/- for having drafted the sale-deed.

The item billed for has been sanctioned under R.L.A's memo no. 8916 dt. 6-8-49. The bill is in order & may be returned duly countersigned

20/8

20/8

AS per Rly